

ARTICLE 6 LINE-OF-DUTY DISABILITY

6.1 Line-of-Duty Disability Benefits. Any Player who incurs a "substantial disablement" (as defined in Section 6.4(a) and (b)) "arising out of League football activities" (as defined in Section 6.4(c)) will receive a monthly line-of-duty disability benefit equal to the greater of (a) the sum of the Player's Benefit Credits, including, if applicable, the scheduled Benefit Credit, as provided in Section 1.10(c)(3), for the Plan Year in which the disability that subsequently qualifies as a substantial disablement, is incurred, and (b) \$1,000. The benefit will be payable monthly, beginning as of the first day of the month following the date the disability qualifies as a substantial disablement, and continuing for the duration of such substantial disablement but not for longer than ninety months.

6.2 Relationship to Other Benefits. If both a line-of-duty disability benefit and a total and permanent disability benefit are otherwise payable during a month, only the larger of the two benefits will be paid. After line-of-duty disability benefit payments end, a Player may continue to receive total and permanent disability benefits if he is eligible for such benefits under Article 5. A Player may not receive benefits under this Article 6 for any months in which he is receiving monthly retirement benefits under Article 4. No benefits under this Article 6 will be payable with respect to a future or past month or other period of time to a Player who first makes a claim for benefits under this Article after he begins to receive his monthly pension under Article 4.

6.3 Procedures. Any claim for line-of-duty disability benefits must be submitted in writing to the Retirement Board within forty-eight months after a Player ceases to be an Active Player, but this period will be tolled for any period of time during which such Player is found by the Retirement Board or the Disability Initial Claims Committee to be physically or mentally incapacitated in a manner that substantially interferes with the filing of such claim. Effective for applications for line-of-duty disability benefits received on and after April 1, 2008, for a Player with more than four Credited Seasons, a number of years equal to the number of the Player's Credited Seasons is substituted for "forty-eight months" in the previous sentence.

The Retirement Board or the Disability Initial Claims Committee will determine a Player's substantial disablement, and may, but need not, rely on reports from a physician or physicians approved by the Retirement Board. A Player receiving line-of-duty disability benefits will be subject to further examinations to determine whether he remains eligible for the benefit. One such examination will occur on or about two years after the Player's effective date and another on or about five years after the Player's effective date. Further examinations will also occur any time requested by three or more voting members of the Retirement Board, but not more frequently than once every six months. If the Retirement Board or the Disability Initial Claims Committee determines that the substantial disablement of the Player has terminated, the line-of-duty disability benefit payments will cease.

A Player whose claim for benefits under this Article has been denied and is not subject to further administrative review will be presumed conclusively to not have a substantial disablement for twelve months following the date of such final denial. However, the Retirement

Board or the Disability Initial Claims Committee may waive this twelve-month rule upon a showing by the Player that the Player may have incurred a substantial disablement since the date of the original claim due to a new injury or condition.

6.4 Definitions.

(a) For applications received on or after May 1, 2002, a "substantial disablement" is a "permanent" disability that:

- (1) Results in a 50% or greater loss of speech or sight; or
- (2) Results in a 55% or greater loss of hearing; or
- (3) Is the primary or contributory cause of the surgical removal or major functional impairment of a vital bodily organ or part of the central nervous system; or
- (4) For orthopedic impairments, using the American Medical Association *Guides to the Evaluation of Permanent Impairment* (Fifth Edition, Chicago, IL) ("AMA Guides"), is (a) a 38% or greater loss of use of the entire lower extremity; (b) a 23% or greater loss of use of the entire upper extremity; (c) an impairment to the cervical or thoracic spine that results in a 25% or greater whole body impairment; (d) an impairment to the lumbar spine that results in a 20% or greater whole body impairment; or (e) any combination of lower extremity, upper extremity, and spine impairments that results in a 25% or greater whole body impairment.

In accordance with the AMA Guides, up to three percentage points may be added for excess pain in each category above ((a) through (e)). The range of motion test will not be used to evaluate spine impairments.

(b) A disability will be deemed to be "permanent" if it has persisted or is expected to persist for at least twelve months from the date of its occurrence and if the Player is not an Active Player.

(c) "Arising out of League football activities" means a disablement arising out of any League pre-season, regular-season, or post-season game, or any combination thereof, or out of League football activity supervised by an Employer, including all required or directed activities. "Arising out of League football activities" does not include, without limitation, any disablement resulting from other employment, or athletic activity for recreational purposes, nor does it include a disablement that would not qualify for benefits but for an injury (or injuries) or illness that arises out of other than League football activities.

6.5 Prior Standard. Any Player awarded and receiving line-of-duty disability benefits pursuant to an application received prior to May 1, 2002 will continue to have a substantial disablement, for purposes of Section 6.3, if (1) his impairment has not improved, or (2) his impairment has improved but still meets the qualifying percentages of Section 6.4(a).

ARTICLE 7 DEATH BENEFITS

7.1 After Retirement. In the event of the death of a Vested Inactive Player who dies on or after the date his retirement benefits begin, benefits will continue to be paid only if (a) the form of benefits is a Qualified Joint and Survivor Annuity and the Player is survived by his Spouse, (b) the form of benefits is a life and contingent annuitant pension and the Player is survived by his contingent annuitant, or (c) the form of benefits is a life and ten-year certain pension and the ten-year guaranteed period has not yet expired. In each of these cases, the benefits paid following such Player's death will be limited to those payable under the applicable form of benefits.

7.2 Widow's and Surviving Children's Benefit. If a Player dies before the date his retirement benefits begin, and he was, at the time of his death, (a) an Active Player, (b) a Vested Inactive Player who is vested solely because of Credited Seasons, and not by reason of Years of Service after ceasing to be an Active Player, or (c) entitled to disability benefits under Articles 5 or 6 (regardless of when such entitlement is determined), his surviving Spouse, or if there is no surviving Spouse, his surviving minor children, if any, will, subject to Section 7.4 below, receive a monthly widow's and surviving children's benefit equal to the greater of (a) 50% of the Player's Benefit Credits, or (b) \$3,600. Further, for the first forty-eight months following such Player's death, the amount of this benefit will be (a) for a Player who is an Active Player after the 1976 Plan Year, no less than \$6,000 per month, and (b) for a Player who is an Active Player after the 1981 Plan Year, no less than \$9,000 per month. For payments with respect to months prior to April 1, 2006, the Widow's and Surviving Children's Benefit will be determined based on the Plan in effect for such periods.

A surviving Spouse will receive the first payment of this benefit beginning as of the first of the month following the Player's death, and the last payment as of the first of the month in which she dies or remarries, whichever occurs sooner. Following the death or remarriage of the surviving Spouse, this benefit will be divided equally among the surviving minor children, if any. For purposes of this Section, a child will be considered to be a minor child until he or she reaches age nineteen (or, age twenty-three if in college), or continuously if mentally or physically incapacitated.

Benefit Credits for Credited Seasons prior to 1959 will not be included to determine the benefit, if any, paid under this Section 7.2. For purposes of the preceding sentence, for Players with at least one Credited Season within the period 1959 through 1963, Credited Seasons prior to 1959 needed to attain five Credited Seasons (when added to the Player's Credited Seasons after 1958) will be treated as having occurred after 1958.

7.3 Spouse's Pre-Retirement Death Benefit. If a married Vested Player dies before the date his retirement benefits begin, his surviving Spouse will, subject to Section 7.4 below, receive payments as described below:

(a) If the Player dies after his "earliest retirement age," the Player's surviving Spouse will receive the same benefit that would be payable if the Player had begun to receive benefits in

the form of an immediate Qualified Joint and Survivor Annuity on the day before the Player's death; or

(b) If the Player dies on or before his "earliest retirement age," the Player's surviving Spouse will receive the same benefit that would be payable if the Player had:

- (1) Survived to his earliest retirement age;
- (2) Begun to receive benefits in the form of an immediate Qualified Joint and Survivor Annuity at his earliest retirement age; and
- (3) Died on the day after his earliest retirement age.

For purposes of this Section, "earliest retirement age" means, for a Player who has a Credited Season prior to the 1993 Plan Year, the first day of the calendar month in which he would have attained age forty-five, and, for any other Player, the first day of the calendar month in which he would have attained age fifty-five.

7.4 Elections. If both a widow's and surviving children's death benefit and a Spouse's pre-retirement death benefit might be payable, the surviving Spouse may elect to receive one or the other, but not both, of these death benefits. This election must be in writing and may not be revoked after the initial payment is mailed or otherwise transmitted to the surviving Spouse. Prior to her election, the surviving Spouse will be provided with an explanation of the terms and conditions of the two death benefits and the financial effect of the election of one such benefit over the other.

7.5 Miscreant Rule. After a Player's death, no benefits under this Article will be paid to a person who is convicted, pleads guilty, or pleads no contest in connection with the death of the Player. Any benefits paid under this Article will be determined as if such person did not exist.

ARTICLE 8
THE RETIREMENT BOARD AND
DISABILITY INITIAL CLAIMS COMMITTEE

8.1 Selection of the Retirement Board. The Retirement Board will consist of seven members. The members of the Retirement Board are as follows:

- (a) Three voting members appointed by the NFLPA.
- (b) Three voting members appointed by the Management Council.
- (c) The Commissioner of the NFL will be an ex-officio, non-voting member.

The Commissioner will be honorary Chairman of the Retirement Board, and either the Commissioner or, in his absence, his designee, will preside at all meetings of the Retirement Board. The Commissioner's duties and responsibilities under and with respect to the Plan are limited to those that are specifically described in the Plan.

Two Vice Chairmen will be selected. One will be designated from among their number by the members on the Retirement Board appointed by the NFLPA and the other designated from among their number by the members on the Retirement Board appointed by the Management Council. The duties of the Vice Chairmen will be established by the Retirement Board.

The NFLPA and the Management Council will each be entitled to name a proxy for each member on the Retirement Board which it has appointed. Such proxy may be designated any time prior to or during any Retirement Board meeting. This proxy will remain in effect until revoked or the end of that Retirement Board meeting, whichever occurs first.

The NFLPA and the Management Council will have the authority to remove and appoint a replacement for any member on the Retirement Board either has respectively appointed. Any member on the Retirement Board may resign by notice to the Vice Chairmen. If there is a vacancy on the Retirement Board, the appointing party will designate a successor. Until a successor is appointed, the remaining members on the Retirement Board may act on behalf of the Retirement Board; provided, however, that in order to act, the Retirement Board always must have at least four voting members.

8.2 Authority of the Retirement Board. The Retirement Board will be the "named fiduciary" of the Plan within the meaning of section 402(a)(2) of ERISA, and will be responsible for implementing and administering the Plan, subject to the terms of the Plan and Trust. The Retirement Board will have full and absolute discretion, authority and power to interpret, control, implement, and manage the Plan and the Trust. Such authority includes, but is not limited to, the power to:

- (a) Define the terms of the Plan and Trust, construe the Plan and Trust, and reconcile any inconsistencies therein;

- (b) Decide claims for benefits (except that initial claims for disability benefits will be decided by the Disability Initial Claims Committee, and that the Retirement Board will abide by the provisions of Section 8.3);
- (c) Pay all reasonable and necessary expenses of the Plan;
- (d) Adopt procedures, rules, and forms for the administration of the Plan;
- (e) Delegate its power and duties to other persons and appoint and assign authority to other persons (including, but not limited to accountants, investment managers, counsel, actuaries, appraisers, consultants, professional plan administrators, physicians, and other specialists), or otherwise act to secure specialized advice or assistance, as it deems necessary or desirable in connection with the administration of the Plan (with the Retirement Board, to the extent not prohibited by applicable law, being entitled to rely conclusively upon and being fully protected in acting or in declining to act in good faith reliance upon, the advice or opinion of such persons, provided that such persons are prudently chosen and retained by the Retirement Board);
- (f) Establish an investment policy for the Plan;
- (g) Select the Trustee(s) and enter into an agreement(s) with the Trustee(s) setting forth the terms of the Trust;
- (h) Select an investment manager(s), within the meaning of section 3(38) of ERISA, to assume investment responsibility with respect to some or all of the assets of the Trust;
- (i) Commence or defend suits or legal proceedings involving the Plan or Trust;
- (j) Settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Plan or Trust;
- (k) Inspect the records of any Employer as reasonably necessary for the Retirement Board to perform its obligations under the Plan and Trust;
- (l) Obtain fidelity bonds and fiduciary insurance coverage;
- (m) Delegate to any one of their number authority to sign documents on behalf of the Retirement Board and to perform other ministerial acts, when acting by a majority of voting members on the Retirement Board; and
- (n) Recover any overpayment of benefits through reduction or offset of future benefit payments or other method chosen by the Retirement Board.

8.3 Disputes of the Retirement Board.

- (a) Medical Disputes. If the voting members of the Retirement Board are deadlocked

with respect to a decision as to (1) whether a claimant medically is substantially prevented from or substantially unable to engage in any occupation or employment for remuneration or profit within the meaning of Section 5.2, or (2) whether an applicant meets the requisite percentage disability requirements to be eligible for line-of-duty disability benefits, the Retirement Board may by an affirmative vote of three voting members submit such disputes to a Medical Advisory Physician for a final and binding determination regarding such medical issues. The Medical Advisory Physician will have full and absolute discretion, authority and power to decide such medical issues. In all other respects, including the interpretation of this Plan and whether the claimant is entitled to benefits, the Retirement Board will retain its full and absolute discretion, authority and power under Sections 8.2 and 8.9.

(b) **Benefits Disputes.** If the voting members of the Retirement Board are deadlocked with respect to a decision as to whether or to what extent any person is eligible for or entitled to benefits under this Plan, the Retirement Board may by an affirmative vote of three voting members submit such dispute for final and binding arbitration in accordance with the procedures and practices in use prior to the CBA.

(c) **Other Disputes.** If the voting members of the Retirement Board are deadlocked for any other reason, the Retirement Board may by an affirmative vote of three voting members submit such disputes to the Benefit Arbitrator for a final and binding determination in accordance with the procedures of the CBA.

8.4 Selection of the Disability Initial Claims Committee.

(a) The Disability Initial Claims Committee will consist of two members. One member will be appointed by the NFLPA, and one member will be appointed by the Management Council.

(b) The NFLPA and the Management Council will each be entitled to name a proxy for the member of the Disability Initial Claims Committee each has appointed. Such proxy may be designated any time prior to or during any Disability Initial Claims Committee meeting. This proxy will remain in effect until revoked or the end of that Disability Initial Claims Committee meeting, whichever occurs first.

(c) The NFLPA and the Management Council will have the authority to remove and appoint a replacement for the member of the Disability Initial Claims Committee each has appointed. A member of the Disability Initial Claims Committee may resign by notice to the Vice-Chairmen of the Retirement Board. If there is a vacancy on the Disability Initial Claims Committee, the appointing party will designate a successor. In order to act, the Disability Initial Claims Committee always must have two members.

8.5 Authority of the Disability Initial Claims Committee. The Disability Initial Claims Committee will be responsible for deciding all initial claims for any and all disability benefits under this Plan. The Disability Initial Claims Committee also will make initial decisions under Sections 5.3 and 6.3 as to whether Players currently receiving disability benefits should continue to receive those benefits. At the request of a member of the Disability Initial Claims

Committee, the Disability Initial Claims Committee will reconsider any decision it has made. When making the decisions described in this Section 8.5, the Disability Initial Claims Committee will have full and absolute discretion, authority and power to interpret the Plan and the Trust.

8.6 Disputes of the Disability Initial Claims Committee. If the members of the Disability Initial Claims Committee are deadlocked with respect to a decision as to whether a claimant is entitled to a benefit, the claim will be deemed denied. However, if such claimant is currently receiving disability benefits, and if such deemed denial is appealed to the Retirement Board within sixty days from the date the notice of the deemed denial was mailed to the claimant, benefits will continue to be paid until and unless the Retirement Board determines on appeal that the claimant is no longer entitled to the benefits. If such claimant is currently receiving disability benefits and if such deemed denial is not appealed to the Retirement Board within sixty days from the date the notice of the deemed denial was mailed to the claimant, benefits will not be paid with respect to any month that begins more than sixty days from the date of the deemed denial. If the deemed denial is later appealed to the Retirement Board within the 180-day period described in Section 11.6(a) and the Retirement Board upholds the claimant's appeal, benefits will be paid retroactive to a date on or after the benefits ceased, as determined by the Retirement Board.

8.7 Meetings.

(a) Retirement Board. The Retirement Board will meet quarterly and a member on the Retirement Board may participate in a meeting by means of conference telephone or similar communications equipment. Except as otherwise expressly provided in the Plan, any action by the Retirement Board will require four affirmative votes. The Retirement Board may make decisions to take any action without calling a meeting, but any decisions so made, or action so taken, will be evidenced by a written instrument signed by at least four voting members on the Retirement Board.

(b) Disability Initial Claims Committee. The Disability Initial Claims Committee will meet periodically and the members of the Disability Initial Claims Committee may participate in a meeting by means of conference telephone or similar communications equipment. Any action by the Disability Initial Claims Committee will require two affirmative votes. The Disability Initial Claims Committee may make decisions and take any action without calling a meeting, but any decisions so made, or action so taken, will be evidenced by a written instrument signed by both members of the Disability Initial Claims Committee.

8.8 Duty of Care. The Retirement Board and the Disability Initial Claims Committee will discharge their duties with respect to the Plan and Trust solely and exclusively in the interest of the Players and their beneficiaries, and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims. The duties of the Retirement Board and the Disability Initial Claims Committee will only be those specifically undertaken pursuant to the Plan and Trust. No member of the Retirement Board or the Disability Initial Claims Committee will be liable for the act of any other member, except to the extent required by law. In the event that any dispute arises as to any act to be

performed by the Retirement Board, the members of the Retirement Board may, to the extent permitted by ERISA, postpone the performance of such act until (a) actual adjudication of such dispute has been made in a court of competent jurisdiction, or (b) they are indemnified against any liability.

8.9 Discretionary Acts. Benefits under this Plan will be paid only if the Disability Initial Claims Committee, or the Retirement Board, or its designee, decides in its discretion that the applicant is entitled to them. In exercising their discretionary powers under the Plan and Trust, the Retirement Board and the Disability Initial Claims Committee will have the broadest discretion permissible under ERISA and any other applicable laws, and their decisions will be binding upon all persons affected thereby. In deciding claims for benefits under this Plan, the Retirement Board and Disability Initial Claims Committee will consider all information in the Player's administrative record, and shall have full and absolute discretion to determine the relative weight to give such information.

8.10 Indemnification.

(a) To the extent permitted by applicable law, each member of the Retirement Board and the Disability Initial Claims Committee, their alternates, the Medical Director, and employees of the Plan will be indemnified and saved harmless by the Plan and Trust from and against any and all claims of liability arising in connection with the exercise of their duties and responsibilities with respect to the Plan and Trust by reason of any act or omission, including all expenses reasonably incurred in the defense of such act or omission, unless (1) it is established by final judgment of a court of competent jurisdiction that such act or omission involved a violation of the duties imposed by Part 4 of Subtitle B of Title I of ERISA on the part of such person, or (2) in the event of settlement or other disposition of such claim involving the Plan or Trust, it is determined by written opinion of independent counsel that such act or omission involved a violation of the duties imposed by Part 4 of Subtitle B of Title I of ERISA on the part of such person. The independent counsel referred to in subparagraph (2) will be selected by mutual agreement of the NFLPA and the Management Council. If those parties cannot agree, an independent counsel will be selected by the Benefit Arbitrator.

(b) To the extent permitted by applicable law, the Trust will pay expenses (including reasonable attorneys' fees and disbursements), judgments, fines and amounts paid in settlement incurred by a member of the Retirement Board and the Disability Initial Claims Committee, their alternates, the Medical Director, and employees of the Plan in connection with any of the proceedings described above, provided that (1) each such person will repay such advanced expenses to the Trust, plus reasonable interest, if it is established by a final judgment of a court of competent jurisdiction, or by written opinion of independent counsel under the circumstances described in Section 8.10(a)(2) above, that such person violated duties under Part 4 of Subtitle B of Title I of ERISA, and (2) each such person will make appropriate arrangements for repayment of advanced expenses.

**ARTICLE 9
RECORDS AND REPORTS**

9.1 Records. The Retirement Board and the Disability Initial Claims Committee will keep records of the operation of the Plan, including records that show each Player's Credited Seasons under the Plan as of each Plan Year. Upon reasonable demand, a Player may receive a copy of the Plan's records with respect to his status under the Plan but will have no right to information concerning any other person. Any qualified representative of the Employers or of the NFLPA may, at any time, inspect the records of the Plan.

9.2 Statement of Benefit Credits. As soon as practicable after each Plan Year, the Retirement Board will furnish to each Player who received a Credited Season for that Plan Year and to each Vested Inactive Player a written statement of his Benefit Credits.

ARTICLE 10
AMENDMENT OR TERMINATION OF THE PLAN

10.1 Retirement Board. The Retirement Board may generally amend this Plan, but may not:

- (a) Alter the amount of contributions payable to the Plan;
- (b) Cause the Plan and Trust to fail to qualify under sections 401(a) and 501(a) of the Code, or cause any portion of contributions to the Plan to fail to be currently deductible to the Employers when paid under section 404(a) of the Code;
- (c) Reduce, as a direct result of an amendment, the value of any benefit already earned and otherwise payable under the Plan;
- (d) Amend the Plan in a manner which will render the Plan actuarially unsound; or
- (e) Increase benefits during the term of the CBA.

If no Collective Bargaining Agreement has been in effect for more than one year, then this Plan may be terminated by the Retirement Board.

10.2 Bargaining Parties. The NFLPA and the Management Council, when acting jointly, may amend this Plan in any respect and may terminate this Plan.

10.3 General Limitations. No amendment of the Plan may operate to deprive a Player or beneficiary of any rights or benefits irrevocably vested in him under the Plan. In the event of the termination or partial termination of the Plan, the right of affected Players to benefits accrued to the date of such termination or partial termination (to the extent funded as of such date and unless previously forfeited) will be nonforfeitable. No amendment or termination of the Plan may permit Trust assets to revert to, or be used or enjoyed by, an Employer, the League, or the NFLPA. Notwithstanding the preceding sentence, suspensions, reductions, or eliminations of "adjustable benefits," as defined in Section 432(e)(8) of the Code, may be made as provided therein.

10.4 Mergers. In the case of any merger or consolidation of this Plan with, or transfer of Plan assets or liabilities to, any other plan, the benefit to which each Player is entitled will not be reduced.

ARTICLE 11 MISCELLANEOUS

11.1 Use of Assets. All amounts contributed to the Trust will be irrevocable contributions, and under no circumstances will any amounts contributed to the Trust, or any assets of the Trust, ever revert to (except as provided by Section 3.3), or be used or enjoyed by, an Employer or the League, nor will any assets ever be used other than for the benefit of the Players and their beneficiaries and the payment of reasonable Plan expenses. This Plan will be and continue to be operated in a manner so that it will be qualified under section 401(a) of the Code, or any successor to such section 401(a).

11.2 "Spendthrift" Provision. No benefit under the Plan will be subject in any manner to anticipation, pledge, encumbrance, alienation, levy or assignment, nor to seizure, attachment or other legal process for the debts of any Player or beneficiary, except pursuant to (a) a qualified domestic relations order under section 414(p) of the Code, (b) a domestic relations order entered before January 1, 1985 that the Retirement Board treats as a qualified domestic relations order, or (c) an exception required under section 401(a)(13) of the Code.

11.3 Payment in Event of Incapacity. If the Retirement Board determines that a person entitled to receive any benefit payment is under a legal disability or is incapacitated in any way so as to be unable to manage his financial affairs, the Retirement Board may direct that payments be made to such person's legal representative, or to a relative or other individual for such person's benefit, or to otherwise apply the payment for the benefit of such person, subject to such conditions as the Retirement Board deems appropriate. Alternatively, in the case of a Player who is receiving benefits under Section 5.1, the Retirement Board may, in its sole discretion, establish a trust to hold the benefits of such Player if he is deemed incapacitated in any way so as to be unable to manage his financial affairs, and who, in the Retirement Board's sole discretion, would benefit from the establishment of such a trust. The Retirement Board may appoint a trustee and successor trustee if needed, and all reasonable expenses of the trust and the trustee will be paid by the Plan. Notwithstanding Section 11.2 above, all benefits of such a Player will be paid directly to the trust so established. Any payment of a benefit in accordance with the provisions of this Section will be a complete discharge of any liability by the Plan to make such payment.

11.4 Medical Advisory Physician.

(a) **Selection.** The NFLPA and Management Council will jointly designate one or more board-certified orthopedic physicians as a Medical Advisory Physician (MAP). The NFLPA and Management Council also may, at their discretion, jointly designate a physician in another medical discipline as a MAP. Any MAP so designated by the NFLPA and Management Council will serve until (1) the NFLPA and Management Council jointly remove and replace the MAP, or (2) thirty days after either the NFLPA or Management Council gives written notice of the MAP's removal to the other party, the MAP, and the Retirement Board. The NFLPA and Management Council may, at their discretion, jointly designate a replacement MAP for a removed MAP. A MAP who is removed or who has received a notice of removal will decide any dispute already referred by the Retirement Board within thirty days after the removal or

notice of removal. The Retirement Board may not refer further disputes to the removed MAP.

(b) **Duties.** A MAP has authority to decide only those medical issues submitted by the Retirement Board under Section 8.3(a). In making a determination, a MAP will review all material submitted to the Plan and may arrange for any additional consultation, referral or other specialized medical services as the MAP deems necessary. In addition, a MAP may require an applicant to submit to such physical or other examinations as the MAP deems reasonable and necessary in making a determination. A MAP will submit a written determination to the Retirement Board on a form provided by the Retirement Board.

11.5 Maximum Limitation on Benefits.

(a) The annual benefit (as defined in section 415(b)(2) of the Code) to which any Player may become entitled under this Plan will not exceed \$160,000 per year (as adjusted annually under section 415 of the Code and applicable Treasury regulations), which will be deemed to commence on such Employee's attainment of age sixty-five. For purposes of applying the foregoing limitation on the annual benefit to which a Player may become entitled under this Plan, the benefit under this Plan will not be combined or aggregated with the benefit under another multiemployer plan or any other plan. For purposes of applying the foregoing limitation on the annual benefit to which a Player may become entitled under another plan (which is not a multiemployer plan) maintained by an Employer, only the benefits under this Plan that are provided by the Employer will be aggregated with the benefits under the Employer's other plans which are not multiemployer plans.

(b) Notwithstanding the foregoing, the otherwise permissible annual benefits for any individual participating under this Plan may be further reduced to the extent necessary to effectuate the limitations under section 415 of the Code. The provisions of section 415 of the Code and related Treasury regulations, including without limitation the terms and definitions set forth therein, are incorporated by reference. For this purpose, the limitation year means the Plan Year.

(c) To the extent that any accrual is reduced because of this Section, such accrual will be immediately reinstated as soon as permitted under this Section, regardless of whether the Player is active, inactive, or retired.

(d) For purposes of this Section 11.5, the term "annual benefit" means a benefit payable annually in the form of a life annuity. Except as provided below, a benefit payable in a form other than a life annuity must be adjusted to an actuarially equivalent life annuity before applying the limitations of this Section 11.5. The interest rate assumption used to determine actuarial equivalence will be the greater of the interest rate assumption set forth in Appendix B for converting from a life annuity to the applicable benefit form or an assumption of 5% per year; provided that, with respect to a benefit payable in a form that is subject to section 417(e)(3) of the Code, the interest rate assumption will be the interest rate used for determining the Player's benefit under item 5(b) of Appendix B (but not less than 5.5% for the 2004 or 2005 Plan Years, and beginning with the 2006 Plan Year, subject to the interest rate assumption under section 415(b) of the Code). The mortality assumption used to determine actuarial equivalence shall be

the "applicable mortality table" under Code section 417(e)(3)(B). The mortality assumption used to determine actuarial equivalence for distributions commencing (i) before January 1, 2003 was the "applicable mortality table" published in Revenue Ruling 95-6, (ii) after December 31, 2002 was the "applicable mortality table" published in Revenue Ruling 2001-62, (iii) on or after January 1, 2008, the "applicable mortality table" published in Revenue Ruling 2007-67, and (iv) on or after January 1, 2009, until subsequent guidance is issued, the "applicable mortality table" published in Notice 2008-85. Ancillary benefits (including qualified disability benefits as defined in section 411(a)(9) of the Code) not directly related to retirement income benefits, the survivor portion of a Qualified Joint and Survivor Annuity, and the cessation or reduction of Social Security supplements will not be taken into account.

11.6 Claims Procedures. Section 11.6(a) applies to claims for disability benefits, and Section 11.6(b) applies to all other claims for benefits.

(a) **Disability Claims.** Each Player must claim any disability benefits to which he believes he is entitled under this Plan by filing a written application with the Retirement Board in accordance with the reasonable claims filing procedures established by the Retirement Board, and taking such other actions as the Retirement Board or the Disability Initial Claims Committee may require. The Retirement Board or the Disability Initial Claims Committee will notify Players who file a claim for disability benefits when additional information is required. The time periods for decisions of the Disability Initial Claims Committee and the Retirement Board under this Section 11.6 may be extended by mutual consent of the Player and, as appropriate, either the Disability Initial Claims Committee or the Retirement Board.

A Player's representative may act on behalf of a Player in pursuing a claim for disability benefits or appeal of an adverse disability benefit determination only after the Player submits to the Plan a signed written authorization identifying the representative by name.

If a claim for disability benefits under Articles 5 and 6 is wholly or partially denied, the Disability Initial Claims Committee will give the Player notice of its adverse benefit determination within a reasonable time, but not later than forty-five days after receipt of the claim. This determination period may be extended twice by thirty days if, prior to the expiration of the period, the Disability Initial Claims Committee determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Player of the circumstances requiring the extension of time and the date by which the Disability Initial Claims Committee expects to render a decision. If any extension is necessary, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. The Player will be afforded at least forty-five days within which to provide the specified information. If the Disability Initial Claims Committee fails to notify the claimant of its decision to grant or deny such claim within the time specified by this paragraph, the claimant may deem such claim to have been denied by the Disability Initial Claims Committee and the review procedures described below will become available to the claimant.

The notice of an adverse benefit determination will be written in a manner calculated to be understood by the Player and will set forth the following: